

## REMARKS

The following remarks and the above amendments are submitted to address all issues in this case, and to put this case in condition for allowance. The amended claims are submitted solely to better define the subject matter of the present invention. No new matter is added in these amendments. After the above presented amendments, claims 8-20 are pending in the application. Claims 16-20 are new and Claims 8 and 17 are independent. The following remarks are in response to the Office Action mailed December 10, 2003.

### 35 U.S.C. § 102

In light of the above amendments, Applicants respectfully traverse the Examiner's rejection of all pending claims in the Office Action of December 10, 2003, based on an allegation of anticipation under § 102(b) by Liang, U.S. 5,464,080, or Williams, U.S. 4,538,709, since neither reference shows "a locking mechanism connected to said pivot mechanism and said arm, said locking mechanism being selectively moveable between a locked position and an unlocked position relative to said arm when said arm is in said extended position," as claimed in amended prosecution claim 8 and new claim 17.

#### Liang

The Examiner points to elements 9, 11, and 60 as the locking mechanism disclosed in Liang. This alleged locking mechanism is not operable when the arm is in the extended position, but only contacts the arm and the handle when the arm is in the retracted position. Specifically, the Liang reference only describes the alleged locking mechanism as operating "when the apparatus is not in use and the member 34 is in its contracted position." col. 4, lines 8-10. In this contracted position "the first rod 54 may be pivoted . . . and releasably secured to the clip 60, thereby securely stowing the apparatus . . . during periods of nonuse." col. 4, lines 12-16. Liang continues: "Once so

secured, the handle 42 may be concealed by a flap 11 which is sewn on one end to the top 14 [of the baggage].” col. 4, lines 16-18. According to this description, in order to “lock” both the arm and the handle requires use of an element (at least one of 11 and 60) that is directly attached to the baggage, and which therefore may only be used when the arm is in the contracted position. Thus, Liang does not anticipate a locking mechanism operable “when said arm is in the extended position.”

#### Williams

The Examiner points to elements 70 and 72 (Fig. 6) as the locking mechanism disclosed in Williams. This alleged locking mechanism is not comprised of components connected to the arm and pivot mechanism. The locking mechanism identified by the Examiner (elements 70 and 72) comprises a first component (element 72) that is a protrusion of the handle (“In Fig. 6 the handle 20 is illustrated . . . with a button snap 72 . . .” col. 4, lines 39-40.) and a second component (element 70) having a shape corresponding with the shape of the first component (“the notched receptacle 70 receives the button snap 72.” col. 4, lines 47-48.), and that is directly attached to the baggage portion of the piece of luggage. As opposed to the locking mechanism described in prosecution claims 8 and 17, neither component of the Williams mechanism is connected to the arm or pivot mechanism, the Williams mechanism operates only on and through the handle. Thus, this alleged locking mechanism does not connect to the arm or the pivot mechanism.

Taking account of the claim amendments presented above, Applicants believe it is sufficiently demonstrated that the pending claims are not anticipated by either Liang or Williams. Therefore, Applicants respectfully requests that the Examiner withdraw the § 102 rejections and allow this case to pass to issue.

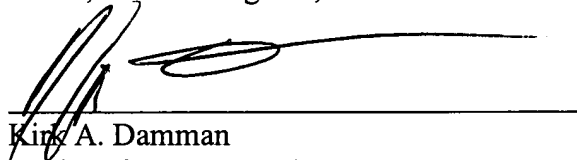
## Conclusion

In light of the above remarks, Applicants respectfully request entrance of the above claim amendments and allowance of all pending claims so that this case can pass on to issue.

Included herewith is a petition for a two month extension for time, a Request for Continued Examination (RCE), and the appropriate fees for both. It is believed no other fees are due in conjunction with this filing; however, the Commissioner is authorized to credit any overpayment or charge any deficiencies necessary for entering this amendment, including any claims fees and/or extension fees to/from our **Deposit Account No. 50-0975**.

As a final point, if any questions remain, Applicants respectfully request a telephone call to the below-signed attorney at (314) 444-7783.

Respectfully submitted,  
Lewis, Rice & Fingersh, L.C.

A handwritten signature in black ink, appearing to read 'Kirk A. Damman', is written over a horizontal line.

Kirk A. Damman  
Registration No. 42,461  
Attorney for Applicants

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Lewis, Rice and Fingersh, L.C.  
500 N. Broadway, Suite 2000  
St. Louis, MO 63102-2147  
Tel: (314) 444-7600  
Fax: (314) 444-7788